

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eMed Technologies Corporation		10/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Royal Bank of Canada
Street Address:	260 East Beaver Creek Road, Suite 201
City:	Richmond Hill
State/Country:	CANADA
Postal Code:	L4B 3M3
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1965898	EMED
Registration Number:	2251423	PACSPRO
Registration Number:	2643430	EMED
Serial Number:	78435667	EMED MATRIX

CORRESPONDENCE DATA	
Fax Number:	(212)682-0200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-880-6281
Email:	sanger@torys.com
Correspondent Name:	Torys LLP
Address Line 1:	237 Park Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	00769/2037 SECURITY AGT
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DOMESTIC REPRESENTATIVE	
Name:	Sophie B. Anger - Torys LLP

CH \$115.00 1965898

Address Line 1: 237 Park Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Sophie B. Anger

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, eMed Technologies Corporation, a Delaware corporation (herein referred to as "Grantor"), owns the trademarks listed on Exhibit A attached hereto (referred to collectively as the "Trademarks");

WHEREAS, Grantor and Royal Bank of Canada (the "Grantee") are parties to a Security Agreement, dated as of October 8, 2004, (as amended, supplemented otherwise or modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Grantee, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

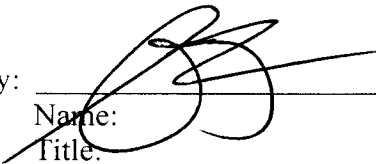
(i) each Trademark, including, without limitation, each Trademark referred to on Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark including, without limitation, any Trademark referred to on Exhibit A annexed hereto, or for injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement shall be governed under the laws of the State of New York.

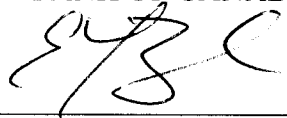
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8th day of October, 2004.

EMED TECHNOLOGIES CORPORATION,

By: 
Name:
Title:

Acknowledged:

ROYAL BANK OF CANADA,


By: 
Name: E. LeBlanc
Title:

Province of Ontario)
~~STATE OF NEW YORK~~)
City of Toronto) ss.:
~~COUNTY OF NEW YORK~~)

On the ___ day of October, 2004, before me personally came Art SCHWARTZ, to me personally known to me the person described in and who executed the foregoing instrument as Chairman of eMed Technologies Corporation, who being by me duly sworn, did depose and say that he is Chairman of eMed Technologies Corporation, the company described in and which executed the foregoing instrument; that he knows the seal of said company; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

[Seal]

Notary Public



My commission expires:

EXHIBIT A

Trademark	Registration/ Serial Number	Filing Date	Owner
U.S. Trademark Registrations			
EMED	Reg. No. 1,965,898	Issued April 2, 1996	eMed Technologies Corporation
PACSPRO	Reg. No. 2,251,423	Issued June 8, 1999	eMed Technologies Corporation
EMED	Reg. No. 2,643,430	Issued October 29, 2002	eMed Technologies Corporation
EMED MATRIX	U.S. Application Serial No. 78/435,667	Issued June 28, 2004	Application pending review by examining attorney
Foreign Trademark Registrations			
South Korea	Reg. No. 310,405	dated Mar. 24, 1995	Raytheon E-Systems, Inc. (recorded as assigned to eMed Technologies Corporation).